Home Office

AUTHORITY: The Secretary of State for the Home Department

Volume 3

Schedule O – Service Improvement

Travel Services

Volume	Title
Main Contract	Services Agreement
Schedules to Volume 3	SCHEDULE A Insurance
	SCHEDULE B Mobilisation & Permit to Operate
	SCHEDULE C Interim State
	SCHEDULE D Service Specification Part 1: Service Specification Part 2: Service Provider's Response
	SCHEDULE E Form of Parent Company Guarantee
	SCHEDULE F Payment Mechanism
	SCHEDULE G Performance Evaluation & Service Unavailability
	SCHEDULE H Innovation and Partnering Agreement
	SCHEDULE I Commercially Sensitive Information
	SCHEDULE J Dispute Resolution Procedure
	SCHEDULE K Permitted Sub-contractors and Sub-contracts
	SCHEDULE L Change Control Procedures
	SCHEDULE M Named Representatives
	SCHEDULE N Demobilisation
	SCHEDULE O Service Improvement
	SCHEDULE P Financial Distress
	SCHEDULE Q Financial Reports & Audit Rights
	SCHEDULE R IT Systems Requirement Part 1: IT Systems Requirement Part 2: IT Service Management Requirements & applicable annexes Part 3: Service Provider's Response
	SCHEDULE S Contract Management
Volume 4	Data Room

CONTENTS

1. GENERAL 4
1.3 SERVICE IMPROVEMENT TYPES.....4
2. CONTRACT SERVICE IMPROVEMENT PAYMENTS 4
3. CONTINUOUS IMPROVEMENT PAYMENTS.....11
4. SERVICE IMPROVEMENT REPORTING. 11
5. SERVICE IMPROVEMENT PAYMENTS. 12
6. RIGHT TO SUSPEND OR WITHDRAW. 13
7. DISPUTED SERVICE IMPROVEMENT PAYMENTS 14

1. GENERAL

1. 1 The Authority requires the Service Provider to monitor both its own operations, and the wider market place to identify opportunities to innovate and add value to the Authorities travel service operations and to deliver Service Improvements.

1. 2 Service Improvements may add value to the Authority in both direct financial savings, and operational efficiency.

1.3 SERVICE IMPROVEMENT TYPES

Financial Efficiency (Savings)

1.3.1 Service Improvement activities directly deliver savings to the Authority through reduced expenditure. This could include, but not limited to:

a) Reduction in the costs of Service Providers management fee for providing the service;

b) Reduction in amounts paid to carriers on a pass-through basis.

1.3.2 Financial efficiencies may be subject to **Contract Service Improvement Payment** in accordance with paragraph 2 below.

Continuous Improvement Efficiencies

1.3.3 These Service Improvement activities improve the operational effectiveness of the Authority's removal process, but may not provide direct financial savings. These could include, but not be limited to:

a) Increasing competiveness in the market place to maintain or increase carriers interested in both scheduled and charter service requirements;

b) Increasing seat availability on flights, or removing seat quota restrictions;

c) Removing other restrictions on flights, for example opening flights to escorted removals.

1.3.4 Continuous improvement efficiencies may be subject to a **Continuous Improvement Payment** in accordance with paragraph 3 below

2. CONTRACT SERVICE IMPROVEMENT PAYMENTS

Reduction in Mobilisation/Milestone Payments (Contract Service Improvement Payment (Mob))

2. 1 The Authority expects that the Service Provider will mobilise the contract as efficiently as possible, and look for opportunities for reducing the cost of mobilisation to the Authority. Where more efficient mobilisation results in the Service Provider having a reduced cost base, then the Authority would treat this reduction as a Contract Service

Improvement payment splitting the efficiency on a 50%:50% basis each party receiving 50% of the efficiency.

2. 2 The Contract Service Improvement shall be calculated based upon the open book reporting principles detailed in Schedule Q (*Financial Reports & Audit Rights*). Profit above the level declared by the Service Provider in the cost model shall be treated as a Contract Service Improvement and shall be shared by the Authority and the Service provider on a 50%:50% basis each party receiving 50% of the efficiency.

2. 3 The Authority shall receive their portion of the Contract Service Improvement as a reduction in the mobilisation/milestone charge/credit, and the service provider shall retain their portion of the Contract Service Improvement as a **Contract Service Improvement Payment (Mob).** This type of payment shall only apply during the mobilisation phase.

Reduction in Monthly Service Charge (Contract Service Improvement Payment (MSC))

2. 4 The Authority expects that the Service Provider will identify improved efficiency of its operations during the life of the contract. Where this improved efficiency results in the Service Provider having a reduced cost base, then the Authority would treat this reduction as a Contract Service Improvement payment splitting the efficiency on a 50%:50% basis each party receiving 50% of the efficiency.

2. 5 The Contract Service Improvement shall be calculated based upon the open book reporting principles detailed in Schedule Q (*Financial Reports & Audit Rights*).. Profit above the level declared by the Service Provider in the cost model shall be treated as a Contract Service Improvement and shall be shared by the Authority and the Service provider on a 50%:50% basis each party receiving 50% of the efficiency.

2. 6 The Authority shall receive their portion of the Contract Service Improvement as a reduction in the monthly service charge/credit, and the service provider shall retain their portion of the Contract Service Improvement as a **Contract Service Improvement Payment (MSC).**

Improved Scheduled Flight Airline Deals (Contract Service Improvement Payment (PTC_s))

2. 7 In accordance with the requirements in Schedule D (*Service Specification*) to support the Authority in negotiating Airline deals, the Service Provider is required to negotiate with Airlines to secure beneficial deals on behalf of the Authority. Where such deals increases the benefit to the Authority beyond that already held the Authority will treat this as a Contract Service Improvement opportunity.

2. 8 A **Contract Service Improvement Payment (PTC_s)** in respect of improved airline deals shall be calculated as follows:

Discounted Price Airline Route Deals

2.8.1 For airline route deals that offer a percentage discount against published fares, including Cat 35 deals, the following process shall be adopted:

a) All published fare discounted airline deals available to the Home Office at contract commencement shall have a **Contract Service Improvement (PTC_s) Base$_{(Dis)}$.** set at the available rate at contract commencement for that deal. This shall include all Authority owned deals and any corporate deals held by the Service Provider that are available for the Authority's use. For the avoidance of doubt any airline that does not offer a deal accessible by the Home Office at contract commencement shall have a Contract Service Improvement ($PTC_{s)}$ Base$_{(Dis)}$ of 0%. Where a specific airline offers both a Authority owned deal and a corporate deal to the Service Provider accessible to the Authority the most beneficial rate to the Authority (largest discount percentage) shall be used as Contract Service Improvement PTC_s Base$_{(Dis).}$

b) Where during the life of the contract the Service Provider negotiates an improved deal with a carrier with an existing airline deal, or negotiates a contract with a new carrier the Authority shall treat the increased benefit as a Contract Service Improvement opportunity, which shall be calculated as follows.

$$CSI\ (PTC_s)_{Dis} = RD_{(\%\ Discount)} - CSI\ (PTC_s)Base_{(Dis)}$$

where:

i) CSI $(PTC_s)_{Dis}$ is the proportion of the route deal discount subject to Contract Service Improvement

ii) RD $_{(\%\ Discount)}$ is the discount rate in the new route deal

iii) CSI $(PTC_s)Base_{(Dis)}$ is the discount rate applicable at contract commencement, used as base for the airline route deal.

> For example should the Service Provider negotiate a route deal of 35% below published fare with an airline with an existing Contract Service Improvement (PTC_s) Base$_{(Dis)}$ of 30% the amount subject to Contract Service Improvement payment would be 5%

c) The monetary equivalent of the Contract Service Improvement percentage discounts will be calculated on a per journey basis, where the route deal is used.

> For example should the Service Provider negotiate a route deal of 35% below published fairs with an airline with an existing Contract Service Improvement (PTC_s) Base$_{(Dis)}$ of 30% the amount subject to Contract Service Improvement payment would be 5%. If the published fair was £1000, then the amount subject to Contract Service Improvement would be £50 (Contract Service Improvement Amount)

d) The Contract Service Improvement amount will be split between the Authority and the Service Provider on a case by case basis for each route deal. The percentage offered to the Service Provider shall range from a minimum 20% to a maximum of 40% of the Contract Service Improvement amount. Factors that the Authority will take into account when determine the Contract Service Improvement split will include, but not be limited to strategic importance of the carrier and route, other routes available to same destinations, robustness of the carrier, any none price restrictions (E.g. seat quotas), and any other cost impacts (e.g. introduction of additional charges such as cancellation charges).

For example should the Service Provider negotiate a route deal of 35% below published fairs with an airline with an existing Contract Service Improvement (PTC_s) $Base_{(Dis)}$ of 30% the amount subject to Contract Service Improvement payment would be 5%. If the published fair was £1000, then the amount subject to Contract Service Improvement (Contract Service Improvement Amount) would be £50. Assuming this Contract Service Improvement was split 80:20 then the service provider would receive a Contract Service Improvement payment of £10.

e) Contract Service Improvement payments will be treated as Service Improvement Payments and requested from the Authority on a monthly basis in line with the requirements in Schedule F (*Payment Mechanism*), along with Management Information to support the requested payment.

f) For the avoidance of doubt where a particular airline deal subject to a Contract Service Improvement payment comes to an end, or is renegotiated at a rate below the Contract Service Improvement (PTC_s) $Base_{(Dis)}$ there shall be no Contract Service Improvement payments made, and any payments being made under paragraph 2.8.1 for that deal shall cease.

g) Paragraph 2.8.1 shall only apply where the Service Provider negotiates the deal on behalf of the Authority. Any deals negotiated solely by the Authority will not be subject to a Contract Service Improvement payment.

Fixed Price Airline Deals

2.8.2 For airline deals that offer fixed price tickets, including CAT 25 deals, the following process shall be adopted:

a) All fixed price airline deals available to the Home Office at contract commencement shall have a **Contract Service Improvement (PTC_s) $Base_{(Fix)}$.** set at the available rate at contract commencement for that deal. This shall include all Authority owned deals and any corporate deals held by the Service Provider that are available for the Authority's use. For the avoidance of doubt any airline that does not offer a deal accessible by the Home Office at contract commencement shall have a Contract Service Improvement (PTC_s) $Base_{(fix)}$ of the Published Fare. Where a specific airline offers both an Authority

owned deal and a corporate deal to the Service Provider accessible to the Authority the most beneficial rate to the Authority (Cheapest Fare) shall be used as Contract Service Improvement (PTC_s) $Base_{(Fix)}$.

b) Where during the life of the contract the Service Provider negotiates an improved deal with a carrier with an existing airline deal, or negotiates a contract with a new carrier the Authority may on a case by case basis treat the increased benefit as a Contract Service Improvement opportunity, subject to Market conditions.

c) If the Service Provider negotiates an improved deal that is less than or equal to prevailing market conditions then not gains share payment shall be payable.

For example should the Service Provider negotiate a 10% reduction in a fixed price deal (E.g. a £500 fixed ticked is reduced to £450), but general market condition have reduced published fares by 10% in any case then no Contract Service Improvement payment shall be payable. For the avoidance of doubt the Authority expects the Service Provider to deliver, and maintain competitive deals as part of its general work on behalf of the Authority, and it is only where additional benefit is provided above general market conditions that Contract Service Improvement payments may be due.

d) Should a Contract Service Improvement payment be due it shall be calculated as follows:

$$CSI\ (PTC_s)_{fix} = (RD_{(New\ Deal)} - MF) - CSI\ (PTC_s)Base_{(Fix)}$$

where:

i) $CSI\ (PTC_s)_{fix}$ is the proportion of the route deal discount subject to Contract Service Improvement;

ii) $RD_{(New\ Deal)}$ is the fixed ticket price for the new route deal;

iii) MF is the Market Factor. This represents the change in general ticket prices in the market place. Any percentage reduction in general ticket prices will be deducted from the value of the new route deal before calculation of the Contract Service Improvement;

iv) $CSI\ (PTC_s)Base_{(Fix)}$ is the fixed ticket price at contract commencement, used as base for the airline route deal.

For example (subject to paragraph 2.8.2c above) should the Service Provider negotiate a route deal of £450 with an airline with an existing Contract Service Improvement (PTC_s) $Base_{(Fix)}$ of £500, and there was no general reduction in ticket prices in the market (the Market Factor) the amount subject to Contract Service Improvement payment would be £50 (Contract Service Improvement Amount)

e) The Contract Service Improvement amount will be split between the Authority

and the Service Provider on a case by case basis for each route deal. The percentage offered to the Service Provider shall range from a minimum 20% to a maximum of 40% of the Contract Service Improvement amount. Factors that the Authority will take into account when determine the Contract Service Improvement split will include, but not be limited to strategic importance of the carrier and route, other routes available to same destinations, robustness of the carrier, any none price restrictions (E.g. seat quotas), and any other cost impacts (e.g. introduction of additional charges such as cancellation charges).

For example should the Service Provider negotiate a route deal of £450 with an airline with an existing Contract Service Improvement (PTC_s) $Base_{(Fix)}$ of £500 the amount subject to Contract Service Improvement would be £50 (Contract Service Improvement Amount). Assuming this Contract Service Improvement was split 80:20 then the service provider would receive a Contract Service Improvement payment of £10.

f) Contract Service Improvement payments will be treated as Service Improvement Payments and requested from the Authority on a monthly basis in line with the requirements in Schedule F, along with Management Information to support the requested payment.

g) For the avoidance of doubt where a particular airline deal subject to a Contract Service Improvement payment comes to an end, or is renegotiated at a rate below the Contract Service Improvement (PTC_s) $Base_{(Fix)}$ there shall be no Contract Service Improvement payments made, and any payments being made under paragraph 2.8.2 for that deal shall cease.

h) Paragraph 2.8.2 shall only apply where the Service Provider negotiates the deal on behalf of the Authority. Any deals negotiated solely by the Authority will not be subject to a Contract Service Improvement payment.

Rebaselining Airline Deals

2.8.3 All Airline deals will be rebaselined twice during the term of the contract. This shall be at the end of contract year 3 and at the end of contract year 5 if the contract is extended beyond year 5 in accordance with Clause 61 (*Extension of the Contract Term*) of the Contract.

2.8.4 At the end of contract year three all prevailing percentage discounts, or fixed ticket prices shall be consider as the baseline for years 4 and 5 of the contract. The revised baselines shall be used in place of the respective counterparts in this schedule as follows:

a) **Percentage Discounted Deals**: Contract Service Improvement PTC_s $Base_{(Dis)}$. shall be replaced with **Contract Service Improvement PTC_s $Base_{(Dis\ +3)}$**, where Contract Service Improvement PTC_s $Base_{(Dis\ +3)}$ is the rate available to the Home Office at the end of year 3 of the contract. This rate shall be used as base for Contract Service Improvement payment for years 4

and 5 of the contract.

b) **Fixed Price Deals**: Contract Service Improvement PTC_S $Base_{(Fix)}$. shall be replaced with **Contract Service Improvement PTC_S $Base_{(Fix\ +3)}$**, where Contract Service Improvement PTC_S $Base_{(Fix\ +3)}$ is the discounted ticket price available to the Home Office at the end of year 3 of the contract. This rate shall be used as base for Contract Service Improvement payment for years 4 and 5 of the contract.

c) For the avoidance of doubt any Contract Service Improvement payments in place for contract years 1 to 3, shall cease at the end of Year 3 as a consequence of the rebaselining. Any new deals negotiated from the start of contract year 4 that offer value above the rebaselined rates in 2.5.4 a) and b) above may be subject to new Contract Service Improvement payments in line with the stipulations in this Schedule O (*Service Improvement*).

2.8.5 The Contract has an initial 5 year term, with options to extend for up to a further 2 years in accordance with Clause 61 *(Extension of the Contract Term)* of the contract. Should the Authority exercise its right to extend the contract beyond year 5 all prevailing percentage discounts, or fixed ticket prices available to the Home Office at the end of contract year 5 shall be consider as the baseline for years 6, and 7 of the contract. The revised baselines shall be used in place of the respective counterparts in this schedule as follows:

a) **Percentage Discounted Deals**: Contract Service Improvement PTC_S $Base_{(Dis\ +3)}$. shall be replaced with **Contract Service Improvement PTC_S $Base_{(Dis\ +5)}$**, where Contract Service Improvement PTC_S $Base_{(Dis\ +5)}$ is the rate available to the Home Office at the end of year 5 of the contract. This rate shall be used as base for Contract Service Improvement payment for years 6 and 7 of the contract (where contract extensions have enacted).

b) **Fixed Price Deals**: Contract Service Improvement PTC_S $Base_{(Fix\ +3)}$. shall be replaced with **Contract Service Improvement PTC_S $Base_{(Fix\ +5)}$**, where Contract Service Improvement PTC_S $Base_{(Fix\ +5)}$ is the discounted ticket price available to the Home Office at the end of year 5 of the contract. This rate shall be used as base for Contract Service Improvement payment for years 6 and 7 of the contract (where contract extensions have enacted).

c) For the avoidance of doubt any Contract Service Improvement payments in place for contract years 4 to 5, shall cease at the end of Year 5 as a consequence of the rebaselining. Any new deals negotiated from the start of contract year 6 that offer value above the rebaselined rates in paragraphs 2.8.5 a) and b) above may be subject to new Contract Service Improvement payments in line with the stipulations in this Schedule O (*Service Improvement*).

3. CONTINUOUS IMPROVEMENT PAYMENTS

3. 1 Any innovation or Service Improvement that does not meet the criteria of a Contract Service Improvement payment as outlined above in paragraph 2 to this schedule, may be eligible for a **Continuous Improvement Payment**.

3. 2 The Service Provider will issue to the Authority detailed proposals which in considers offers financial or other operational benefits to the Authorities travel services operations. These proposals shall be in the form of a business case that clearly outlines the costs and benefits of the proposals being made. Where financial benefits can be identified these shall be clearly shown.

3. 3 If the Authority identifies opportunities to deliver efficiencies to the services provided under this contract, it may at its absolute discretion choose to treat this as a continuous improvement payment opportunity, or may choose to retain all the benefits without making any continuous improvement payment to the Service Provider.

3. 4 Each Party shall provide a copy of any business cases Continuous Improvements Initiative which it proposes to the other Party one (1) month prior to the next meeting of the Strategic Delivery and Review Meeting, for consideration at that meeting.

3. 5 Prior to the agreement of each and every proposed Continuous Improvement Initiative, the Parties shall agree a mechanism by which benefits arising from the successful implementation of that improvement shall be allocated between each of them.

3. 6 Continuous Improvement Initiatives shall be treated as Contract Changes, and they shall be subject to the Contract Change Control Procedures as detailed in Schedule L (*Change Control Procedures*) of this Contract.

3. 7 If the Parties cannot agree on whether a proposal shall be accepted as a Continuous Improvement Initiative, then the provisions of Schedule S (*Contract Management*) and Schedule J (*Dispute Resolution Procedure*) shall apply

4. SERVICE IMPROVEMENT REPORTING.

4. 1 The Service Provider's shall provide a report to the Strategic Review and Delivery Meeting providing details of all Service Improvements that have been delivered in the period since the last report was issued. This shall clearly distinguish between Contract Service Improvement Payments (under paragraph 2 of this schedule), and Continuous Improvement Payments (under paragraph 3 of this schedule). An annual report in the same format shall be provided to the Authority at each anniversary of the contract

4. 2 A summary report of all Service improvements currently being progressed, but not yet implemented, and any new proposals shall be entered on the **Service Improvement Register**, which will reside with the Authority at all times. The Authority shall provide a copy of the then current Service Improvement Register, and any Service

Improvement business cases to the Service Provider three (3) weeks prior to each and every the meeting of the Service Delivery and Review Meeting, where these will be discussed.

5. SERVICE IMPROVEMENT PAYMENTS.

5. 1 Both Contract Service Improvement payments and Continuous Improvement Payments under this Schedule O (*Service Improvement*). constitute Service Improvement Payments under the contract, and shall be applied as detailed in Schedule F (*Payment mechanism*) of the contract.

5. 2 Service Improvement payments are only due where benefits have been received by the Authority in accordance with this Schedule O (*Service Improvement*)., and any specific business cases and/or contract change notices agreed by the Authority. For the avoidance of doubt, the Authority shall have and make the final decision in relation to what proportions of the benefits realised are payable to the Service Provider

5. 3 The monthly Service Improvement Payment (SIP) will be calculated as Follows:

$$SIP = CSIP_{MSC} + CSIP(PTC_s) + CIP$$

where:

i) SIP is the amount payable to the Service Provider in respect of Service Improvement Payments, due under this schedule;

ii) $CSIP_{MSC}$ is Contract Service Improvement Payment due for the month related to the Management Service Charge (Paragraph 2.1-2.3 of this schedule);

iii) CSIP (PTC_s) is Contract Service Improvement Payment due for the month related to the Scheduled Service Pass-through costs (Paragraph 2.4-2.5 of this schedule). This includes both Discounted and fixed price airline deals;

iv) CIP is the continuous Improvement payment due for the month.

5. 4 Contract Service Improvement Payments (MOB) in respect of mobilisation savings under paragraphs 2.1 to 2.3 of this Schedule O (*Service Improvement*) shall be treated as one off payments in accordance with paragraph 2.3 of this schedule, and paragraph 10.1 in Schedule F (*Payment mechanism*).

5. 5 The allocated Service Improvement Payments will be forfeited by a Service Provider where:

a) Overall performance of the Services is deemed to be poor by the Authority;

b) Benefits are not delivered or demonstrably quantifiable;

c) Monies payable to the Authority by the Service Provider are outstanding;

d) The Service Provider has been given notice of termination for an Event of Default.

5. 6 All Service Improvement Payments shall cease on the sooner of the termination of the Contract or where the aggregate of Service Improvement Payments made reaches a pre-agreed limit (should such limit be agreed) for that specific Service Improvement.

6. RIGHT TO SUSPEND OR WITHDRAW.

6.1 The Authority reserves the right at its absolute discretion to suspend or withdraw this Schedule O (*Service Improvement*), and/or service improvement payments associated with provisions under this Schedule O (*Service Improvement*), buy giving 10 working days notice to the service provider. Where the Authority chooses to exercise this right, it will be at no cost to the Authority.

6.2 Instances where the Authority may choose to exercise this right of suspension or withdrawal would include, but not be limited to:

a) In the opinion of the Authority the Service Provider is taking an adversarial approach to airline negotiations to increase Contract Service Improvement opportunities at the expense of good working relations with the airlines;

b) Where there is any evidence of collusion or anti-competitive practices between the airlines and the service provider in respect of the deals offered to the Authority;

c) Where a particular deal has an adverse effect upon the Authority's operations;

d) Where costs submitted to the Authority prove to be inaccurate, making the basis of the Service Improvement Payment different from that agreed.

6.3 Where the Authority chooses to enact it's right under this Section 6 they shall write to the Service Provider giving 10 working days notice, and provide the following details:

a) Whether the entire Schedule O (*Service Improvement*) is to be suspended/withdrawn, or whether a particular Contract Service Improvement payment or continuous improvement initiative is affected;

b) In respect of suspension provide details of the period of suspension, or rectification criteria that have to be met to lift the suspension;

c) The date that effected payments under this Schedule O (*Service Improvement*) shall cease. This shall be 10 working days after the issue of the letter under this paragraph 6, or such longer period should the Authority so choose;

d) Details of why the Authority has chosen to enact is right under this paragraph 6 to suspend or withdraw Schedule O (*Service Improvement*), and/or a Service Improvement payment due under this Schedule O (*Service Improvement*).

6.4 Should the Service Provider disagree with the Authority's basis for enacting it rights

under this Section 6 of Schedule O (*Service Improvement*), then they shall write to the Authority within 5 working days of receipt of the notification under paragraph 6.3 above, to provide explanation and evidence as to why this is the case. This notification shall be submitted by the Service Provider Named Representative to the Authorities Named Representative.

6.5 Upon Receipt of an appeal under paragraph 6.4, the Authority may:

a) Agree with the Service Provider and withdraw the Notice issued before the 10 working day period (or other duration as applicable) of notification has passed (paragraph 6.3c)). This shall have the effect as if the Authorities notice had never been issued;

b) Reject the Service provider position and enforce the withdrawal suspension as detailed in the Authority's notice;

c) Extend the notification period whilst it considers the information provided by the Service Provider. During this extension of time no suspension/withdrawal shall occur and payments due shall be unaffected. Upon reaching its decision The Authority shall inform the Service Provider in writing, and shall adopt the approach in paragraphs paragraphs 6.5a, or 6.5b as appropriate.

6.6 Subject to paragraph 7.1 below the Authority's decision shall be final.

7. DISPUTED SERVICE IMPROVEMENT PAYMENTS

7.1 If the Parties cannot agree upon the correct application of a Service Improvement Payment under this Schedule O (*Service Improvement*)., including suspension of any such payment under paragraph 6 of this Schedule O (*Service Improvement*)., then the provisions of Schedule S (*Contract Management*) and Schedule J (*Dispute Resolution Procedure*) shall apply.